AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF ENCINITAS AND CHEN RYAN ASSOCIATES
COASTAL BUSINESS DISTRICTS PARKING STUDY
WORK PROJECT # WC15C

This Agreement is made and entered into as of the date of execution by the City of Encinitas, a municipal corporation, hereinafter referred to as "City", and Chen Ryan Associates, hereinafter referred to as "Consultant".

RECITALS

The City requires outside assistance to provide the following services:

Assist in performing parking data counts and analysis in the Cardiff-by-the-Sea, Downtown Encinitas, and Leucadia Community areas of the City of Encinitas. The parking data and results will assist in the development of short-term and long-term strategies to improve the City's circulation and parking supply.

WHEREAS, Consultant represents itself as possessing the necessary skills and qualifications to provide the services required by the City and as being fully qualified to perform those services in accordance with the standard of quality ordinarily expected of competent professionals in Consultant's field of expertise;

Manjeet Ranu, Acting Director of Planning and Building, shall serve as the CITY's "CONRACTOR OFFICER" for this CONTRACT.

WHEREAS, Consultant will render such professional services, as hereinafter defined, on the following terms and conditions;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the City and Consultant agree as follows:

1.0 TERM OF AGREEMENT

1.1 This Agreement shall be effective on and from the day, month and year of the execution of this document by the City.

1.2 Consultant shall commence the performance of the services in accordance with the Scope of Work section provided in Attachment A to this Agreement and shall continue such services until all tasks to be performed are completed, or this Agreement is otherwise terminated. Consultant

shall complete the services and provide final data and reports no later than May 2017, unless an extension of time is mutually agreed to by both parties.

1.3 Attachment D provides a project schedule showing an outline of services to be performed. The associated schedule for project deliverables has been coordinated with the development of an Active Transportation Plan and a Rail Corridor Vision Study, along with a Public Participation Plan encompassing all three studies. The Consultant shall establish a project management system to track work in progress, work completed, and a delivery schedule that is consistent with the overall project approach. Should technical issues with any phase of the project be identified, which may delay task delivery or require additional resources from City of Consultant; Consultant shall report to the City on project status issues to ensure continued multi-project coordination. The schedule of tasks is as set forth in Attachment D and may only be modified as mutually agreed to by both parties.

2.0 CONSULTANT'S OBLIGATIONS- SCOPE OF WORK (ATTACHMENT A)

2.1 Consultant shall provide the City with the following services:

The specific manner in which the services are to be performed is described in Attachment A which is attached hereto, and incorporated herein as though fully set forth at length, collectively hereinafter referred to as "Described Services".

2.2 Consultant shall perform all work required to accomplish the Described Services in conformity with applicable requirements of City, State, and Federal law.

2.3 Consultant is hired to render the Described Services and any payments made to Consultant are compensation fully for such services.

2.4 Consultant shall maintain professional certifications as required in order to properly comply with all City, State, and Federal law.

2.5 Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in good faith, at any time during the term of this Agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

3.0 PAYMENT FOR SERVICES (ATTACHMENT B)

3.1 Payment to Consultant to render the Described Services hereunder shall be as set forth in Attachment B which is attached hereto and incorporated herein as though fully set forth at length.

The payments provided in this Section are full compensation for the Described Services as outlined in Attachment A.

3.2 Consultant shall submit monthly bills to the City the following month, describing its services and costs provided during the previous month, based upon percentage of task completed. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain: a description of services performed; the date the services were performed; the number of hours spent and by whom and a description of all costs incurred. Consultant agrees to use every appropriate method to contain fees and costs under this Agreement.

3.3 The amount set forth in Attachment B may be modified or amended only by a written document executed by both Consultant and authorized City representative prior to the performance of the additional work. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

4.0 SUBCONTRACTING (ATTACHMENT C)

This section is not applicable, as all work will be performed by associates of the CONSULTANT.

5.0 PROJECT SCHEDULE AND COMPLETION DATE (ATTACHMENT D)

5.1 Attachment D is the project schedule that Consultant shall strictly meet, including benchmark dates and completion date, which is attached hereto and incorporated herein. Consultant agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with the schedule specified herein. In the performance of this Agreement, time is of the essence.

5.2 Consultant shall promptly notify the City of any anticipated or unforeseen delays to the project schedule. Extensions to the project schedule and to this Agreement shall not be made without the prior written approval of the City. All requests for extensions to the project schedule shall be by written request only and submitted to the City prior to the commencement of such work.

6.0 EXTRA WORK

Consultant shall not perform work in excess of the Described Services without the prior, written approval of the City. All requests for extra work shall be by written Change Order submitted to the City prior to the commencement of such work.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the City, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever.

8.0 TERMINATION OF AGREEMENT

8.1 In the event Consultant fails to prosecute, deliver, or perform the Described Services, the City may terminate this Agreement by notifying Consultant by certified mail of said termination. Thereupon, Consultant shall cease work and within five (5) working days: (1) assemble all documents owned by the City and in consultant's possession and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The City Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

8.2 This Agreement may be terminated by either party, without cause, upon the giving of ten (10) days written notice to the other party. Prior to the 10th day following the giving of the notice, the Consultant shall: (1) assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the City and (2) place all work in progress in a safe and protected condition. The City Manager of the City shall make a determination of the percentage of work which Consultant has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Consultant.

9.0 COVENANTS AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, or, at the City's discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 OWNERSHIP OF DOCUMENTS

10.1 All plans, studies, sketches, drawings, reports and specifications as herein required are the property of the City, whether or not the City proceeds with the project for which such documents are prepared.

10.2 This Agreement creates a nonexclusive and perpetual right or license for City to copy, use, modify, reuse, and sublicense any and all copyrights, designs, and other intellectual property embodied in the writings prepared by Consultant, and Consultant's subcontractors, under this Agreement. In the event the City should ever desire to undertake a project or review other proposed projects based upon the documents, the Consultant agrees that the City shall have the right to reuse all or any portion of the documents at no additional compensation to the Consultant.

11.0 STATUS OF CONSULTANT

11.1 Consultant shall perform the services provided for herein in a manner of Consultant's own choice, as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of the City. Consultant shall be under control of the City only as to the result to be accomplished and the personnel assigned to the project. However, Consultant shall confer with the City.

11.2 If the Consultant subcontracts any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Consultant and the City. The Consultant shall bind every subcontract by the terms of the Agreement applicable to Consultant's work, including indemnity and insurance requirements.

12.0 HOLD HARMLESS

12.1 CONSULTANT agrees to indemnify and hold the CITY and CITY'S officers, elected and appointed officials, employees, and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damage and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of CONSULTANT or CONSULTA'S agents, employees, subcontractors, officials, officers or representative. Except as otherwise provided in this Section, upon demand, CONSULTANT shall, at its own expense, defend CITY and CITY'S officers, officials, employees and agents, from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

12.2 CONSULTANT'S obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages, or costs that arise out of the CITY'S intentional wrongful acts, CITY'S violation of law, or the CITY'S sole active negligence.

13.0 ASSIGNMENT OF CONTRACT

Consultant is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of the City which shall not be unreasonably withheld.

14.0 INSURANCE

14.1 Consultant shall obtain, and during the term of this Agreement shall maintain insurance policies of general liability and automobile liability insurance from an insurance company authorized to be in business in the State of California. Each such policy shall be in an amount of not less than one million dollars ($1,000,000) for each occurrence, and shall be endorsed with the following language:

A. The City and City's officers, elected officials, employees, agents and volunteers are to be covered as additional insured by endorsement, using form ISO CG 20-10-10-01 and CG 20-37-10-01 or the exact equivalent with respect to liability arising out of the acts and omissions by or on behalf of Consultant.

B. The insured waives all rights of subrogation against the City and City's officers, officials, employees, agents and volunteers.

C. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, voided, terminated, reduced, or allowed to expire without thirty (30) days prior written notice from the issuance company being received by City.

14.2 Consultant shall obtain, and during the term of this Agreement shall maintain, a policy of professional liability insurance that shall:

A. Be from an insurance company authorized to be in business in the State of California;

B. Be in an insurable amount of not less than $l,000,000 for each occurrence; and

C. Provide that the policy shall remain in full force during the full term of this Agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company.

14.3 Before Consultant shall employ any person or persons in the performance of the Agreement, Consultant shall procure a policy of statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant and shall be provided with limits not less than one million dollars ($1,000,000). The insurer shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement

14.4 Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this Agreement, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Agreement, shall be reduced to writing by the complaining party within twenty (20) working days. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) working days of receipt of the letter.

15.2 If the dispute is not resolved at staff level in accordance with Section 15.1, within five (5) City working days of the receiving party response, the aggrieved party, through its respective project manager shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The City Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussions or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

15.3 If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Consultant of its obligation and Consultant is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

16.0 CONFLICT OF INTEREST.

Consultant warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this

Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement.

17.0 CONSULTANT'S BOOKS AND RECORDS

17.1 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

17.2 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

18.0 NOTICES

18.1 Any notices to be given under this Agreement, or otherwise, shall be served by certified mail.

18.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the City and the proper person to receive any notice on the City's behalf is:

TO: City of Encinitas
Attn: City Manager
505 South Vulcan Avenue
Encinitas, CA 92024
(760) 633-2600

18.3 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of Consultant and the proper person to receive any notice on the consultant's behalf is:

Monique Chen
Chen Ryan Associates
3900 Fifth Avenue, Suite 210
San Diego, CA 92103

19.0 GENERAL PROVISIONS

19.1 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19.2 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.3 This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a State Court in the County of San Diego.

20.0 CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Agreement.

21.0 CONSULTANT'S AWARENESS AND COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 AND SECTION 504 REHABILITATION ACT of 1973

Consultant certifies that Consultant is aware of the requirements of the Americans with Disabilities Act of 1990 (42 USC §§ 12101) and SECTION 504 REHABILITATION ACT of 1973 and has complied with and will comply with these requirements, included but not limited to verifying compliance of their contractors, consultants, agents, and employees.

22.0 EXECUTION OF AGREEMENT

Consultant

by _____ 7/20/2016
Monique Chen, Date
Chen Ryan Associates

City

City of Encinitas

by _____ 8/11/16
Karen P. Brust, Date
City Manager

APPROVED AS TO FORM:

_____ 8/10/16
Glenn Sabine, City Attorney Date

ATTACHMENT A

(Manner of Performing the Services)

CONSULTANT shall perform the services in the following manner on the following sheet(s) in Attachment A.

ATTACHMENT B

The CITY shall pay CONSULTANT for the DESCRIBED SERVICES as follows:

The CITY hereby agrees to pay the CONSULTANT, as full compensation for the CONSULTANT'S services upon this project, a fixed fee not to exceed $69,730.00. Compensation for services provided under this Contract shall be provided on a Cost Reimbursement – Hourly Billing Rate basis pursuant to the established hourly billing rates set forth in the Estimated Project Fee and Budget Schedule, at the sole discretion of the CITY. The total fixed fee for each task is a not to exceed amount, unless a transfer from one task to another task or sub-task is mutually agreed to by both parties in writing, provided the total contract value is not exceeded. The Hourly Billing Rate shall include all other business expenses incurred by CONSULTANT.

Labor Cost and Rate Schedule

City of Encinitas Cardiff/Downtown Encinitas/Leucadia Parking Study
Chen Ryan Associates, Inc.

#	Task	Chen	Cook	Ryan	Nguyen	Prescott	Sanchez	Intern	Graphics/ GIS	Total			
		$185.00	$150.00	$185.00	$110.00	$80.00	$90.00	$60.00	$110.00	Hours	Labor Cost	Direct Cost	Total
A1	Data Collection (Winter)	0	0	0	0	0	0	0	0	0	$0	$9,999	$9,999
A2	Data Collection (Summer)	0	12	0	20	0	60	80	28	200	$17,280	$10,441	$27,721
B	Parking Questionnaire/Survey	2	8	4	0	0	0	40	8	62	$5,590	$500	$6,090
C	Key Stakeholder Meetings	0	16	0	0	8	0	4	4	32	$3,800	$400	$4,200
D	Public Workshops	2	18	0	0	4	0	0	4	28	$3,870	$500	$4,370
E	Future Parking Conditions	2	20	0	8	0	8	16	8	62	$6,810	$0	$6,810
F	Final Report	4	20	2	0	0	0	8	8	42	$5,470	$800	$6,270
G	City Council Approval	0	8	0	0	0	0	0	0	8	$1,200	$0	$1,200
H	Meetings and Project Management	2	18	0	0	0	0	0	0	20	$3,070	$0	$3,070
	Sub-Total (Non-Optional Tasks)	12	120	6	28	12	68	148	60	454	$47,090	$22,640	$69,730

Additional fees for Extra Work, if any, are to be computed and paid as provided in Section 6.0 of this AGREEMENT. The total amount for each task as specified in the Estimated Project Fee and Budget Schedule (attached) shall not be exceeded except as provided in Section 6.0 of this AGREEMENT.

Reimbursable expenses for tasks will be paid on a monthly basis as the expenses are incurred by the CONSULTANT. Payment shall be made by the CITY to the CONSULTANT upon the receipt of an invoice itemizing the number of hours worked by task and work elements performed for the period covered by the invoice and/or incurred expenses. Direct costs associated with this project are included in the basis of compensation. If claimed for reimbursement, CONSULTANT must substantiate certain elements of expense. CONSULTANT must keep adequate records of

expenses and provide sufficient evidence of support with the associated monthly invoice. Please note that travel-related expenses will be reimbursed at prevailing IRS standard mileage reimbursement rates and there is no meal allowance for business-related travel of six hours or less within the same calendar day.

Monthly progress payments will be made as follows: After commencement of work under this AGREEMENT and at expiration of each month of work thereafter, CONSULTANT will verify all work performed on a form acceptable to the City Manager. CITY and CONSULTANT will work together to ensure monthly invoicing is accompanied by satisfactory documentation of expenses. All services shall be performed to the satisfaction of the City Manager and CITY shall not be liable for any payment under this AGREEMENT for services which are unsatisfactory and which have not been approved by the City Manager. A partial payment computed by multiplying the basic fee by this percentage shall then become due and payable; provided however, that no more than ninety percent (90%) of the total fee for each task will be paid during the performance of each task. City will release retainage after all services are fully performed.

Work related to optional tasks shall not be initiated without prior approval by the CITY. The CITY, at its sole discretion, may elect to proceed through a competitive procurement process for the optional services listed in the Estimated Project Fee and Budget Schedule. In consideration of the professional services offered, the optional task to provide "Metered Parking Feasibility Study" has been provided for a fixed fee not to exceed $5,370.00; and "Complete Streets Strategies" for a fixed fee not to exceed $6,640.00. For any optional task to be authorized, it must be done so by City Council, and a budgetary appropriation in the same amount must be provided to WORK PROJECT # WC15C. The payment schedule for optional tasks shall replicate the method of payment for primary tasks as specified herein.

ATTACHMENT C
(Subcontractors)

CONSULTANT shall perform the services in the manner identified in the contract. No other third-parties are proposed to perform any services.

ATTACHMENT D

ESTIMATED PROJECT SCHEDULE AND COMPLETION DATE

Task/Activity	Estimated Duration
Parking Occupancy Counts/Existing Demand (Winter)	Feb. 2016-April 2016
Parking Occupancy Counts/Existing Demand (Summer)	July 2016-Aug. 2016
Parking Questionnaire/Survey	Aug. 2016-Oct. 2016
Key Stakeholder Interviews	Oct.2016-Dec. 2016
Public Workshop Round 1	Oct. 2016-Dec. 2016
Future Conditions Parking Analysis	Dec. 2016-April 2017
Public Workshops Round 2	March 2017-May 2017
Final Report	May 2017

Estimated Completion Date: May 2017*

The tasks and durations may be subject to change depending on the process and timing, and may be subject to alteration from the City. Such changes shall be made by Work Order Change and not require any special amendment to this AGREEMENT.

*The "Metered Parking Feasibility Study" and "Complete Street Strategy" are identified as optional tasks. If initiated, the CONSULTANT and CITY shall agree to acceptable terms.

Coast Highway 101 Business Districts Parking Study
Scope of Work - Chen Ryan Associates
July 13, 2016

Task Order 1

A. Data Collection

Parking Occupancy Counts / Existing Demand (Winter)

Chen Ryan Associates will conduct parking occupancy counts throughout the project study area during a winter month (February 2016). Parking occupancy counts will be collected as follows:

- Counts will be conducted on an hourly basis between 8:00 AM and 10:00 PM
- Counts will be categorized by study location (i.e. roadway segment or parking lot) and by type (i.e. metered, free on-street parking, time limited parking, off-street public parking, disabled parking, loading zones, etc.)
- Counts will be conducted during ten (10) typical weekdays and four (4) typical weekend days (14 count days total).

A. Data Collection

Existing Public Parking Supply

Chen Ryan Associates will field verify all public parking within the project study area. For unmarked on-street parking, Chen Ryan Associates will measure the linear distances between driveways and/or curb cuts and assume a ratio of 20 feet per parking space. Chen Ryan Associates will also verify the current number of parking spaces within the Swamis parking lot, Moonlight Beach parking lot and Beacons Parking lot. After the parking supply data is collected and field verified, Chen Ryan Associates will geospatially code the data (using GIS software) and provide a parking supply map which identifies where public parking is located. The parking supply map will identify the amount of parking provided in each area as well as the type of parking that is supplied including: metered, on-street parking, time limited parking, public free parking, disabled parking, loading zones, etc.

Parking Occupancy Counts / Existing Demand

Chen Ryan Associates will conduct parking occupancy counts throughout the project study area during a summer month (TBD). Parking occupancy counts will be collected as follows:

- Counts will be conducted on an hourly basis between 8:00 AM and 10:00 PM
- Counts will be categorized by study location (i.e. roadway segment or parking lot) and by type (i.e. metered, free on-street parking, time limited parking, off-street public parking, disabled parking, loading zones, etc.)
- Counts will be conducted during ten (10) typical weekdays and four (4) typical weekend days (14 count days total).

After the parking occupancy data is collected, we will geospatially code the data using the same base-map developed for the parking supply map. Once the parking occupancy data is geospatially coded, we will be able to develop a variety of maps and charts for each study period and for both peak and non-peak times. Graphics include but are not limited to:

- Parking occupancy maps
- Parking demand hotspot maps (similar to the graphic on the right)
- Charts displaying the changes in parking demand over the course of a day
- Charts displaying the variations in total parking demand between the two study periods
- Parking demand in conjunction with adjacent land uses (retail, beaches, residential, etc.)

Parking Turnover Data

Parking turnover data will also be collected in addition to parking occupancy data. Parking turnover data measures the length in which patron's park in an individual parking spot. Parking turnover data will help determine if long-term parkers such as beach goers or employees are parking in businesses areas who rely on parking turnover for their customers. Parking turnover data can also help to identify how many long-term day parkers are parking in residential neighborhoods. This information also helps to determine if parking management strategies such as time limited parking are being used efficiently (i.e. the parking time demand needs to match the supply provided) and if parking enforcement is an adequate deterrent in maintaining parking turnover (i.e. if patrons are abiding by the posted time limits).

It is recommended that parking turnover counts be collected as follows:

- Data will be collected for a sample of spaces (30-50) within the various study areas
- Data will be collected hourly between 7 AM and 10 PM
- Data will be collected for two (2) weekdays and two (2) weekend days
- Data will be collected during both study periods (winter and fall)

To conduct and document the turnover counts, Chen Ryan Associates will use drone technology to take hourly overhead aerials for key sample corridors within each study area, similar to the picture on the following page. The parked cars in the hourly aerial photographs will be compared to each other in consecutive order to determine the average length of stay for parked vehicles within that area. This technology will also be able to provide visual evident of the various parking situations, rather than just the field observation notes.

Deliverable:	*Technical memorandum providing parking supply base map, tabular and graphical depictions documenting the parking occupancy count results for both study periods, and the parking turnover study results for both study months.*

B. Parking Questionnaire/Survey

In association with City staff, Chen Ryan Associates will develop two different five to ten question surveys, one for residents and the other for business owners. The survey will contain questions that target the parking needs for each user group as well as questions that will help categorize the user within the group. Chen Ryan Associates will produce digital (pdf) and online copies (via www.surveymonkey.com or an equivalent site) of the survey for distribution. Chen Ryan Associates will work with City staff to determine the methods and groups in which the survey will be distributed.

Once the surveys have been filled out and received back, Chen Ryan Associates will enter the answers into separate business and residential databases and geocode the survey results based on their neighborhoods. Chen Ryan Associates will then produce a map and summary table of the questionnaire/survey results and identified parking issues by neighborhood.

Deliverable: *Maps and summary tables of the questionnaire/survey results and identified parking issues for each study neighborhood (Cardiff, Downtown Encinitas, and Leucadia).*

C. Key Stakeholder Interviews

After the collection and tabulation of the parking questionnaire/survey results Chen Ryan Associates will meet with the following stakeholder groups to share the survey results and discuss/formulate ideas on how to improve parking, including the implementation of parking meters:

- City of Encinitas Chamber of Commerce
- Encinitas 101 Main Street Association
- Cardiff 101 Main Street Association
- Leucadia 101 Main Street Association
- Cardiff Town Council
- Leucadia Town Council

Deliverables: *Meeting summaries, including notes on all issues, alternatives and ideas discussed in each meeting.*

D. Public Workshops

Chen Ryan Associates will attend six (6) public workshops to convey the results of the parking data collection efforts and gather input for community members regarding parking issues and solutions. Chen Ryan Associate staff members will also attend or present at up to 12 hours of additional public meetings potentially associated with other planning efforts.

E. Future Parking Conditions

Chen Ryan Associates will model the projected future parking demand, based on industry parking standards such as ULI Shared Parking Guidelines or the ITE Parking Manual within the study area based on following factors:

- Projected future land uses within the study area
- Projected population and employment
- Projected transit services
- Proposed parking improvements within the study area

The future parking demand model will be used to identify potential future parking issues and impacts within the project study area. Additional long-term parking improvements and program recommendations will be made based on the anticipated future parking demand and supply, as well as any future year impacts that are identified.

The results of this analysis will be included into the final report developed under Task F.

F. Final Report

After the completion of the data collection and community engagement efforts, Chen Ryan Associates will prepare both a draft and final report which contains the following sections:

Existing parking demand and supply within the study area – A summary of the existing parking supply, the parking occupancy counts (demand) and turnover counts, collected under Task A, will be summarized in this section through the various tables and graphics developed for the Task A deliverable.

Parking deficiencies identified by the data collection effort – Parking related deficiencies will be identified within each neighborhood, based on the results of the parking demand study. Parking deficiencies may include but are not limited to:

- Lack of overall supply (typically an 85% occupancy rate is used to determine if the overall supply is adequate)
- Lack of parking turnover within the business districts
- Spillover parking from the beach areas into the surrounding neighborhoods and business districts
- Lack of enforcement within time limited areas

Results of the Parking Questionnaires/Surveys - A summary of the results from both the residential and business parking questioners/surveys will be provided in both tabular and graphical format. Any identified parking issues and needs, as well as recommended improvements recommended in the parking questionnaires/surveys will also be provided.

Summary of the Public Workshop – A summaries from the public workshop will be provided including what was discussed, a summary of the public comments received, and a list of the identified parking issues/needs as well as and improvements that were recommended by the public.

Recommended parking improvements and strategies to improve parking within each of the study neighborhoods (Cardiff, Downtown Encinitas, and Leucadia) – A list of overall recommended parking improvements and strategies for each neighborhood will be developed based on the parking deficiencies identified by the parking supply and demand assessment, the parking issues and needs identified by the public (both within the surveys and at the workshops and stakeholder interviews). Chen Ryan Associates will develop planning level cost estimates and conduct a feasibility analysis for all of the recommended improvements.

Deliverable: Draft and Final Reports to the City.

G. City Council Approval

Stephen Cook, the Chen Ryan Associates' Project Manager will attend up to two City Council meetings. Chen Ryan Associates will develop and present a Power Point presentation to council, summarizing the project findings and recommendations. Chen Ryan Associates will also be prepared to answer any questions that may be presented by the Council.

Deliverable: PowerPoint presentation summarizing the project findings and recommendations.

H. Meetings and Project Management

It is anticipated that Chen Ryan Associate staff members will attend up to four (4) project related meetings with City of Encinitas staff, including the project kick-off meeting. Chen Ryan Associates will present as needed to the Stakeholder Advisory Committee and/or Technical Advisory Committee for collaboration with the overall mobility studies. Chen Ryan Associates will also conduct a monthly project conference call with City staff to update them on the progress of the project, info them of any project needs and discuss project related issues.

Chen Ryan Associates will provide the City of Encinitas with monthly project invoices. Project invoices will include billing rates and staff hours worked within the previous month by task, as well as the percent of work completed and remaining.

The results of this analysis will be included into the final report developed under Task F.